

## ARTICLE 41

### COMPENSATION

#### 41.1 Pay Range Assignments

- A. Effective July 1, 2007, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule Effective July 1, 2006 through June 30, 2007" that it was assigned on June 30, 2007, except as provided for in Subsection 41.6. Effective July 1, 2007, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2007, except as provided for in Subsection 41.1 D and 41.6.
- B. Effective July 1, 2007, the "State Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.
- C. Effective July 1, 2007, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Appendix C, attached.
- D. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the State Salary Schedule as shown in Appendix C, attached.
- E. Effective July 1, 2008, all salary ranges and steps of the State Salary Schedule that will become effective on July 1, 2007, will be increased by 2.0% as shown in Appendix D, attached.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections C and E above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

**41.2 "SP" Pay Range Assignments**

- A. Effective July 1, 2007, each classification represented by the Union will continue to be assigned to the same salary range of the "SP Pay Range Washington State Salary Schedule Effective July 1, 2006 through June 30, 2007" that it was assigned on June 30, 2007, except as provided for in Subsection 41.6. Effective July 1, 2007, each employee will continue to be assigned to the same range and step of the SP Pay Range State Salary Schedule that he or she was assigned on June 30, 2007, except as provided for in Subsection 41.2 D and 41.6.
- B. Effective July 1, 2007, the "SP Pay Range State Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.
- C. Effective July 1, 2007, all salary ranges and steps of the SP Pay Range State Salary Schedule will be increased by 3.2%, as shown in Appendix E, attached.
- D. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the SP Pay Range State Salary Schedule as shown in Appendix E, attached.
- E. Effective July 1, 2008, all salary ranges and steps of the SP Pay Range State Salary Schedule that will become effective on July 1, 2007, will be increased by 2.0% as shown in Appendix F, attached.
- F. Employees who are paid above the maximum for their SP range on the effective date of the increases described in Subsections C and E above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

**41.3 "N1" Pay Range Assignments**

- A. Effective July 1, 2007, each classification represented by the Union will continue to be assigned to the same salary range of the "N1 Range Salary Schedule – Effective July 1, 2006 through June 30, 2007," that it was assigned on June 30, 2007, except as provided for in Subsection 41.7. Effective July 1, 2007, each employee will continue to be assigned to the same range and step of the "N1" Range Salary Schedule that he or she was assigned on June 30, 2007, except as provided for in Subsection 41.2 D, 41.2 E and 41.7.
- B. Effective July 1, 2007, the "N1 Range Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.
- C. Effective July 1, 2007, all salary ranges and steps of the "N1" Range Salary Schedule will be increased by 3.2%, as shown in Appendix G, attached.
- D. Effective July 1, 2007, all nurses assigned to a "N1" range with eighteen (18) years experience will progress to step S of the "N1 Range Salary Schedule" as shown in Appendix G, attached.
- E. Effective July 1, 2007, all nurses assigned to a "N1" range with twenty (20) or more years experience will progress to a new step T of the "N Range Salary Schedule" as shown in Appendix G, attached.
- F. Effective July 1, 2008, all salary ranges and steps of the "N1" Range Salary Schedule which will become effective on July 1, 2007, will be increased by 2.0%, as shown in Appendix H, attached.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections C and F above,

will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

**41.4 One-Time Payment**

Employees who were insurance eligible for the month of June 2007 and are covered by the terms of this agreement on July 1, 2007 will receive a one-time payment of seven hundred and fifty-six dollars (\$756.00). The payment will be dispersed on July 25, 2007.

**41.5 Classification Consolidation**

Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated eight million dollars (\$8,000,000) general fund-state to implement phase 4 of the Department of Personnel's Classification Consolidation Project.

**41.6 Salary Survey to 25% of Prevailing Rate**

Effective July 1, 2007, salaries for classifications found to be more than twenty-five percent (25%) behind prevailing rate, in accordance with the Department of Personnel's 2006 Salary Survey, will be brought to within twenty-five percent (25%) of prevailing rate.

**41.7** Job classifications that qualify for increases under Subsections 41.5 and/or 41.6 will receive only that increase that grants the highest amount allotted under any one section, except when adjustments are necessary due to class consolidation. Employees will be assigned to the new range at their current step. Appendix I identifies the impacted job classifications and the salary range for which it will be assigned.

**41.8 Pay for Performing the Duties of a Higher Classification**

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification will be notified in writing and will be advanced to a step of the

range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in 41.10 C.

**41.9 Establishing Salaries for New Employees and New Classifications**

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Appendices C, D, E and F, attached.

Upon request of the Union, the Employer will bargain the effects of a change to an existing class or newly proposed classification.

A. The salary of employees in classes requiring licensure, as a registered nurse or physicians assistant will be governed by the "N1" Range Salary Schedule.

B. An employee's experience as a registered nurse (RN), physicians assistant (PA) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an "N1" range:

1. RN and PA experience will be credited year for year.

2. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

**41.10 Periodic Increases**

Periodic increases are provided as follows:

1       A.     Employees who are hired at the minimum step of the pay range will  
2             receive a two (2) step increase to base salary following completion of six  
3             (6) months of service, and an additional two (2) step increase annually  
4             thereafter, until they reach the top of the pay range.

5  
6       B.     Employees who are hired above the minimum step of the salary range will  
7             receive a two (2) step increase to base salary following completion of  
8             twelve (12) months of service, and an additional two (2) step increase  
9             annually thereafter, until they reach the top of the pay range.

10  
11       C.     Employees in classes that have pay ranges shorter than a standard range will  
12             receive their periodic increases at the same intervals as employees in classes  
13             with standard ranges in accordance with Subsection A and B, above.

14  
15       D.     The effective date of the periodic increase will be the first day of the  
16             month it is due.

17  
18       E.     Employees hired before July 1, 2007 will retain their periodic increment  
19             date as of June 30, 2006.

20  
21     **41.11 Salary Assignment Upon Promotion**

22       A.     Employees promoted to a position in a class whose range is less than six  
23             (6) ranges higher than the range of the former class will be advanced to a  
24             step of the range for the new class that is nearest to five percent (5%)  
25             higher than the amount of the pre-promotional step.

26  
27       B.     Employees promoted to a position in a class whose range is six (6) or  
28             more ranges higher than the range of the former class will be advanced to  
29             a step of the range for the new class that is nearest to ten percent (10%)  
30             higher than the amount of the pre-promotional step.

C. Recruitment, Retention, Other Business Needs or Geographic Adjustments

The Employer may authorize more than the step increases specified in Subsections A and B, above, when there are recruitment, retention, or other business needs, as well as when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Employees assigned to N1 Ranges

1. Promotional increases for classes requiring licensure as a registered nurse or physicians assistant ("N1" ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes which have pay range "N1" will advance to the step in the new range, as shown in the "N1" Range Salary Schedule, as described in Section 41.3, which represents the greater of (a), (b) or (c) below.

a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN), physicians assistant (PA) and/or licensed practical nurse (LPN). Experience will be credited as follows:

i. RN and PA experience will be credited year for year.

ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

Or

- b. Placement on the step of the new range that is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class.

Or

- c. The appointing authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class.

i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.

ii. When the employee is promoted over an intervening class in the same class series.

iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.



- iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

#### **41.12 Salary Adjustments**

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than the range maximum.

#### **41.13 Demotion**

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

#### **41.14 Transfer**

A transfer is defined as an employee-initiated move of an employee from one position to another position within the college or district in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

#### **41.15 Reassignment**

Reassignment is defined as an employer-initiated move of an employee within the college or district from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

#### **41.16 Reversion**

1        Reversion is defined as voluntary or involuntary movement of an employee  
2        during the trial service period to the class in which the employee most recently  
3        held permanent status, or movement to a class in the same or lower salary range.  
4        Upon reversion, the base salary the employee was receiving prior to promotion  
5        will be reinstated.

6  
7        **41.17 Elevation**

8        Elevation is defined as restoring an employee to the higher classification, with  
9        permanent status, which was held prior to being granted a demotion or to a class  
10       that is between the current class and the class from which the employee was  
11       demoted. Upon elevation, an employee's salary will be determined in the same  
12       manner that is provided for promotion in Section 41.10, above.

13  
14       **41.18 Part-Time Employment**

15       Monthly compensation for part-time employment will be pro-rated based on the  
16       ratio of hours worked to hours required for full-time employment. In the  
17       alternative, part-time employees may be paid the appropriate hourly rate for all  
18       hours worked.

19  
20       **41.19 Callback**

21       A.     When an overtime-eligible employee has left the institution grounds and is  
22       called to return to the work station outside of regularly scheduled hours to  
23       handle emergency situations that could not be anticipated, he or she will  
24       receive three (3) hours penalty pay plus time actually worked. The penalty  
25       pay will be compensated at the regular rate. Time worked will be in  
26       accordance with Article 6, Hours of Work, and Article 7, Overtime.

27  
28       B.     Time worked by an overtime-eligible employee immediately preceding the  
29       regular shift does not constitute callback, provided time worked does not  
30       exceed two (2) hours or notice of at least eight (8) hours has been given.

C. Overtime-eligible law enforcement employees do not qualify for callback pay.

D. An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of his or her next scheduled work shift.

**41.20 Shift Premium**

A. Effective July 1, 2007, shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be sixty cents (\$.60) per hour or one hundred and four dollars and forty cents (\$104.40) per month.

B. Effective July 1, 2008, shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be sixty-five cents (\$.65) per hour or one hundred and thirteen dollars and ten cents (\$113.10) per month.

C. Shift differential will be paid for the entire daily or weekly shift, which qualifies under Subsection A, above. Shift differential may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.

D. An employee assigned to a shift that qualifies for shift differential pay will receive the same shift differential for authorized periods of paid leave.

E. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift

differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift differential.

**41.21 Standby**

A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.

2. The Employer requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status. Employees hired at The Evergreen State College prior to July 1, 2005, on standby status will be compensated at a rate of one dollar and fifty cent (\$1.50) an hour or seven percent (7%) of their hourly base salary, whichever is greater, for time spent in standby status.

**41.22 Relocation Compensation**

A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

#### **41.23 Salary Overpayment Recovery**

A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice, via certified mail, to the employee that will include the following items:

1. The amount of the overpayment;

2. The basis for the claim; and

3. The rights of the employee under the terms of this Agreement.

#### **B. Method of Payback**

The employee must choose one (1) of the following options for paying back the overpayment:

1. Voluntary wage deduction;

2. Cash; or

3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the Employer may agree to make other repayment arrangements.

If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the institution's written notice of overpayment, the institution will deduct the overpayment owed from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made.

Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 28 of this Agreement.

**41.24 Special Pay Salary Ranges**

The director of the Department of Personnel may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each institution will continue.

**41.25 Multilingual/Sign Language/Braille Premium Pay**

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the Employer will authorize premium pay of two (2) steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills.

**41.26 Dependent Care Salary Reduction Plan**

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

**41.27 Pretax Health Care Premiums**

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

**41.28 Medical/Dental Expense Account**

The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

**41.29 Voluntary Separation Incentives – Voluntary Retirement Incentives**

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2007 – 2009 operating budget. Such participation must be in accordance with the program guidelines adopted by the

Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

**For Union:**

Evelyn Gershen

**Date**

8/25/06

**For Employer:**

Tim Pelt

**Date**

8/25/06



## WFSE Higher Education Salary Survey to 25% and Other Increases

| Job Class | Job Class Title   | Adjustment | Current | New  | Employees |
|-----------|-------------------|------------|---------|------|-----------|
| 113J      | MAIL PROCESSING   | 2.50%      | 33      | 34   | 13        |
| 113K      | MAIL PROCESS-DRI  | 2.50%      | 35      | 36   | 3         |
| 113L      | MAIL PROCESSING   | 2.50%      | 39      | 40   | 3         |
| 197J      | COMMUNICATION CO  | 2.50%      | 45      | 46   | 6         |
| 197K      | COMMUNICATION CO  | 2.50%      | 49      | 50   | 8         |
| 2009      | ADMIN SERVICES M  | 5.00%      | 44      | 46   | 1         |
| 2010      | ADMIN SERVICES M  | 5.00%      | 49      | 51   | 2         |
| 2015      | PROGRAM MANAGER A | 10.00%     | 44      | 48   | 31        |
| 2016      | PROGRAM MANAGER B | 5.00%      | 49      | 51   | 4         |
| 2030      | RESEARCH ANALYST  | 5.00%      | 38      | 40   | 3         |
| 2031      | RESEARCH ANALYST  | 2.50%      | 42      | 43   | 1         |
| 2032      | RESEARCH ANALYST  | 2.50%      | 47      | 48   | 2         |
| 2039      | PROCEDURES ANALY  | 22.50%     | 45      | 54   | 1         |
| 2046      | ADMIN ASSISTANT   | 7.50%      | 43      | 46   | 17        |
| 2050      | CENTRAL SERV SUP  | 5.00%      | 42      | 44   | 1         |
| 2066      | GRANT & CONTRACT  | 5.00%      | 42      | 44   | 1         |
| 2367      | DATA CONTROL TEC  | 7.50%      | 39      | 42   | 1         |
| 2372      | COMPUTER OPERATO  | 7.50%      | 37      | 40   | 1         |
| 255I      | INSTR&CLASS SUPP  | 12.50%     | 34      | 39   | 38        |
| 255J      | INST & CLASS SUP  | 10.00%     | 35      | 39   | 28        |
| 255K      | INSTR&CLASS SUPP  | 12.50%     | 39      | 44   | 44        |
| 255L      | SCIENTIFIC INSTR  | 10.00%     | 47      | 51   | 1         |
| 260L      | PRESERVATION & M  | 5.00%      | 46      | 48   | 2         |
| 2624      | CAMPUS POLICE SE  | 2.50%      | 55      | 56   | 2         |
| 2625      | CAMPUS POLICE CO  | 2.50%      | 52      | 53   | 1         |
| 2626      | CAMPUS POLICE OF  | 2.50%      | 50      | 51   | 7         |
| 2628      | EMERGENCY COMM.   | 6.40%      | 40      | 37SP | 5         |
| 2686      | SAFETY PROFESSIO  | 2.50%      | 48      | 49   | 1         |
| 2688      | SAFETY PROFESSIO  | 2.50%      | 52      | 53   | 1         |
| 3063      | PAYROLL COORDINA  | 5.00%      | 39      | 41   | 5         |
| 3065      | PAYROLL SUPERVIS  | 5.00%      | 43      | 45   | 2         |
| 3071      | CASHIER II        | 5.00%      | 30      | 32   | 9         |
| 3072      | CASHIER SUPERVIS  | 5.00%      | 35      | 37   | 2         |
| 3073      | CASHIER LEAD      | 5.00%      | 32      | 34   | 3         |
| 3110      | PURCHASING MANAG  | 12.50%     | 46      | 51   | 2         |
| 3119      | BUYER I           | 2.50%      | 38      | 39   | 2         |
| 3120      | BUYER II          | 2.50%      | 44      | 45   | 6         |
| 3125      | PURCHASING ASS'T  | 2.50%      | 29      | 30   | 2         |
| 3210      | BOOKSTORE MANAGE  | 5.00%      | 42      | 44   | 2         |
| 3213      | BOOKSTORE MANAGE  | 5.00%      | 53      | 55   | 1         |
| 3220      | RETAIL CLERK I    | 5.00%      | 26      | 28   | 4         |
| 3221      | RETAIL CLERK II   | 5.00%      | 29      | 31   | 15        |
| 3222      | RETAIL CLERK LEA  | 5.00%      | 32      | 34   | 12        |

## WFSE Higher Education Salary Survey to 25% and Other Increases

| Job Class | Job Class Title  | Adjustment | Current | New | Employees |
|-----------|------------------|------------|---------|-----|-----------|
| 3223      | BOOKSTORE BUYER  | 5.00%      | 36      | 38  | 12        |
| 3224      | BOOKSTORE SUPERV | 5.00%      | 37      | 39  | 1         |
| 3230      | CHECKSTAND OPERA | 5.00%      | 23      | 25  | 1         |
| 3505      | HEALTH ED RESOUR | 2.50%      | 49      | 50  | 1         |
| 3514      | GRAPHIC DESIGN/I | 2.50%      | 40      | 41  | 14        |
| 3515      | GRAPH DESIGNER/I | 2.50%      | 46      | 47  | 6         |
| 3520      | MEDIA TECHNICIAN | 2.50%      | 27      | 28  | 3         |
| 3521      | MEDIA TECHNICIAN | 2.50%      | 35      | 36  | 1         |
| 3522      | MEDIA TECH SUPER | 2.50%      | 41      | 42  | 2         |
| 3523      | MEDIA TECHNICIAN | 2.50%      | 38      | 39  | 5         |
| 3540      | MEDIA ENGINEER A | 2.50%      | 51      | 52  | 2         |
| 3562      | MEDIA LAB COORDI | 2.50%      | 32      | 33  | 1         |
| 3565      | MEDIA SERVICES S | 2.50%      | 36      | 37  | 3         |
| 3573      | STAGE TECHNICIAN | 7.50%      | 40      | 43  | 3         |
| 3575      | STAGE MANAGER    | 7.50%      | 46      | 49  | 1         |
| 3580      | ELEC MEDIA PRODU | 2.50%      | 40      | 41  | 1         |
| 3581      | ELEC MEDIA PROD  | 2.50%      | 46      | 47  | 3         |
| 3586      | COSTUMER LEAD    | 7.50%      | 36      | 39  | 1         |
| 3631      | OFFSET DUPLICATO | 2.50%      | 26G     | 27G | 2         |
| 3650      | DUPLICATING SERV | 7.50%      | 36G     | 39G | 1         |
| 3785      | PHOTOGRAPHER I   | 5.00%      | 41      | 43  | 2         |
| 3786      | PHOTOGRAPHER II  | 7.50%      | 44      | 47  | 2         |
| 4009      | FOOD SERVICE MAN | 10.00%     | 42      | 46  | 2         |
| 4021      | FOOD SERVICE SUP | 5.00%      | 37      | 39  | 2         |
| 4046      | FOOD SERVICE WOR | 5.00%      | 27      | 29  | 6         |
| 4166      | RECREATION COOR  | 17.50%     | 42      | 49  | 1         |
| 4168      | RECREATION COORD | 5.00%      | 40      | 42  | 3         |
| 4173      | MANAGER-SWIMMING | 20.00%     | 41      | 49  | 1         |
| 4407      | CAREER PLACEMENT | 10.00%     | 48      | 52  | 2         |
| 4415      | ASST. FINANCIAL  | 5.00%      | 44      | 46  | 1         |
| 4465      | DEAF INTERPR II  | 10.00%     | 37      | 41  | 8         |
| 4466      | DEAF INTERPR III | 10.00%     | 41      | 45  | 3         |
| 4468      | TUTORIAL CTR PRO | 10.00%     | 41      | 45  | 4         |
| 4634      | SPACE ANALYST II | 5.00%      | 51      | 53  | 1         |
| 4655      | FACILITIES DRFTN | 5.00%      | 39      | 41  | 1         |
| 4741      | ELECTRONICS TECH | 5.00%      | 43      | 45  | 1         |
| 4784      | SCI.INSTRUCTION  | 10.00%     | 40      | 44  | 15        |
| 4785      | SCI. INSTRUCTION | 10.00%     | 43      | 47  | 11        |
| 479I      | INFORMATION TECH | 10.00%     | 44      | 48  | 12        |
| 479J      | INFORMATION TECH | 10.00%     | 50      | 54  | 41        |
| 479K      | INFORMATION TECH | 10.00%     | 54      | 58  | 48        |
| 479L      | INFORMATION TECH | 10.00%     | 58      | 62  | 39        |
| 479M      | INFORMATION TECH | 10.00%     | 62      | 66  | 8         |

## WFSE Higher Education Salary Survey to 25% and Other Increases

| Job Class | Job Class Title  | Adjustment | Current | New  | Employees |
|-----------|------------------|------------|---------|------|-----------|
| 4801      | LABORATORY TECHN | 22.50%     | 36      | 45   | 1         |
| 481A      | INFO TECH TECHNI | 10.00%     | 34      | 38   | 4         |
| 481B      | INFO TECH TECHNI | 10.00%     | 38      | 42   | 7         |
| 5215      | BUILDING & GROUN | 2.50%      | 48      | 49   | 1         |
| 5216      | BUILDING & GROUN | 2.50%      | 54      | 55   | 2         |
| 5221      | FACIL.OPERS.MAIN | 2.50%      | 47G     | 48G  | 7         |
| 5246      | CONSTR & MAINT M | 2.50%      | 50G     | 51G  | 2         |
| 5247      | CONST & MAINT ME | 2.50%      | 53G     | 54G  | 2         |
| 5263      | UTILITY WORKER L | 2.50%      | 35      | 36G  | 1         |
| 5264      | UTILITY WORKER I | 2.50%      | 28E     | 29G  | 6         |
| 5265      | UTILITY WORKER I | 2.50%      | 32      | 33G  | 9         |
| 5330      | CARPENTER        | 5.00%      | 40G     | 42G  | 4         |
| 5335      | CONTROL TECHNICI | 2.50%      | 45G     | 46G  | 5         |
| 5336      | CONTROL TECHNICI | 2.50%      | 48G     | 49G  | 1         |
| 5337      | ELECTRICIAN-HIGH | 2.50%      | 47G     | 48G  | 1         |
| 5340      | ELECTRICIAN      | 2.50%      | 45G     | 46G  | 4         |
| 5342      | ELECTRICIAN LEAD | 2.50%      | 48G     | 49G  | 3         |
| 5375      | LOCKSMITH        | 5.00%      | 40G     | 42G  | 1         |
| 537K      | CONST PROJ MANAG | 15.00%     | 61      | 67   | 4         |
| 5398      | MOTORIZED EQUIP  | 2.50%      | 41G     | 42G  | 1         |
| 5410      | PAINTER          | 5.00%      | 40G     | 42G  | 7         |
| 5425      | PLUMBER PIPEFTR  | 2.50%      | 45G     | 46G  | 6         |
| 5426      | PLUMR,PIPEFTR,ST | 2.50%      | 48G     | 49G  | 1         |
| 5440      | REFRIGERATION ME | 2.50%      | 45G     | 46G  | 2         |
| 5704      | MATERIALS RESOUR | 7.50%      | 46      | 49   | 1         |
| 5715      | TRANSPORTATION S | 2.50%      | 44G     | 45G  | 1         |
| 5727      | WASTE COLLECTOR  | 2.50%      | 38G     | 39G  | 1         |
| 596K      | MAINTENANCE SPEC | 7.50%      | 55G     | 58G  | 3         |
| 596L      | MAINTENANCE SPEC | 7.50%      | 57G     | 60G  | 1         |
| 6112      | SOCIAL WORK ASSI | 10.00%     | 41      | 45   | 44        |
| 6120      | REHAB COUNSELOR  | 10.00%     | 57      | 61   | 4         |
| 618I      | AUTOMOTIVE MECHA | 2.50%      | 41G     | 42G  | 1         |
| 618J      | HEAVY EQUIPMENT  | 2.50%      | 44G     | 45G  | 1         |
| 6222      | HEALTH CARE SPEC | 12.50%     | 58      | 60N1 | 1         |
| 6223      | HEALTH CARE SPEC | 12.50%     | 62      | 64N1 | 1         |
| 626I      | TRADES HELPER    | 2.50%      | 32G     | 33G  | 1         |
| 626J      | MAINTENANCE MECH | 2.50%      | 41G     | 42G  | 29        |
| 626K      | MAINTENANCE MECH | 2.50%      | 45G     | 46G  | 34        |
| 626L      | MAINTENANCE MECH | 2.50%      | 48G     | 49G  | 5         |
| 632I      | TRUCK DRIVER 1   | 2.50%      | 33G     | 34G  | 8         |
| 632J      | TRUCK DRIVER 2   | 2.50%      | 37G     | 38G  | 4         |
|           |                  |            |         |      | 796       |

1 **ARTICLE 42**

2 **HEALTH CARE BENEFITS AMOUNTS**

3  
4 **42.1** The Employer will contribute an amount equal to eighty-eight percent (88%) of  
5 the total weighted average of the health care premium for each bargaining unit  
6 member each month, as determined by the Public Employees Benefits Board  
7 annually for benefits in calendar year 2008 and calendar year 2009, respectively.  
8

9 **42.2** The Employer will pay the entire premium costs for each bargaining unit  
10 employee for basic life, basic long-term disability and dental insurance coverage.  
11

12 **42.3** The Employer will set aside \$20,000,000 in the public employees' and retirees'  
13 insurance account to be used only for the benefit of the Employer and  
14 proportionately for represented and non-represented employees in the event the  
15 health care costs increase more than the trends assumed under this agreement; and  
16 this account will not be used to expand benefits or to reduce the average employee  
17 share of medical insurance premium cost for the total weighted average of the  
18 health care premium to less than twelve percent (12%).  
19

**ARTICLE 43**

**VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATIONS**

In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree's sick leave cash out. Voluntary Employee Beneficiary Associations of employees covered by this Agreement will be implemented only by written agreement with the Union.

**For Union:**

**For Employer:**

Emily Y. Hershen

Tim P. P. P.

Date 5/24/06

Date 5/24/06

ARTICLE 44

CHILDCARE CENTERS

44.1 The Employer and the Union recognize that family life has a significant impact upon employees' work lives. The Employer agrees to provide employees with access to the Employer's existing childcare center(s) on the same basis as presently provided.

44.2 The Employer will notify the Union as soon as possible of any changes in employee access to the Employer's existing childcare center(s).

For Union:

For Employer:

Emily Y. Hershen

Tina Peters

Date 5/24/06

Date 5/24/06

**ARTICLE 45**

**EMPLOYEE LOUNGE FACILITIES**

The Employer will provide employee lounge facilities apart from work areas.

**For Union:**

**For Employer:**

Emely F. Gersher

Tim Peters

Date 5/24/06

Date 5/24/06

**ARTICLE 46**

**STRIKES**

**46.1** Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

**For Union:**

Evelyn Gershman

Date 6/7/06

**For Employer:**

Tim Petron

Date 6/7/06



**ARTICLE 47**  
**ENTIRE AGREEMENT**

47.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this Agreement.

47.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

47.3 This Agreement supersedes specific provisions of institution policies with which it conflicts.

47.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

**For Union:**

**For Employer:**

Emily Gershon

Date 8/1/06

Tim Peters

Date 8/1/06

**ARTICLE 48**  
**SAVINGS CLAUSE**

**Partial Invalidity**

If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

**For Union:**

Emily F. Gresham

Date 5/24/06

**For Employer:**

Tim Peters

Date 5/24/06

**ARTICLE 49**

**PRINTING OF AGREEMENT**

**49.1** The Employer and Union will share the initial cost of printing this Agreement.  
The Employer and the Union agree that the State Printer will print the Agreement  
on recycled paper with a union label and green cover.

**49.2** The Employer will provide all employees with one (1) copy of the Agreement.

**For Union:**

Emily Hersch

**Date**

6/7/06

**For Employer:**

T. J. Pelt

**Date**

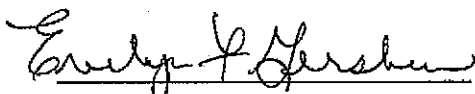
6/7/06

**ARTICLE 50**  
**TERM OF AGREEMENT**

**50.1** All provisions of this Agreement will become effective July 1, 2007, and will remain in full force and effect through June 30, 2009; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

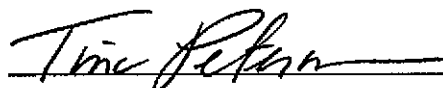
**50.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2008 and no later than January 31, 2008. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**For Union:**



Date 5/24/06

**For Employer:**



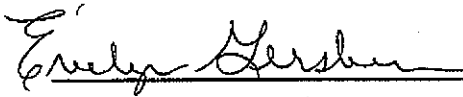
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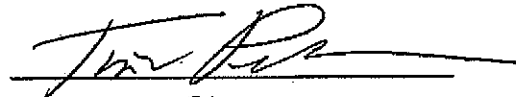
**ARTICLE X**  
**CONTRACTING**

The Employer will determine which college/district services will be subject to competitive contracting in accordance with RCW 41.06.142, Department of General Administration WAC 236-51, and Department of Personnel WAC 357-43. Nothing in this agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with Employer's right to engage in competitive contracting.

**For Union:**

**For Employer:**





**Date**

8/25/06

**Date**

8/25/06

**APPENDIX A**

**BARGAINING UNITS REPRESENTED BY THE  
WASHINGTON FEDERATION OF STATE EMPLOYEES - COMMUNITY COLLEGES  
AND THE EVERGREEN STATE COLLEGE AS OF AUGUST 26, 2005**

|                     |   |        |
|---------------------|---|--------|
| Bellevue CC         | Non-Supervisory custodial, grounds, maintenance | RU 351 |
| Centralia College   | Non-Supervisory Classified                      | 8426   |
|                     | Supervisory Classified                          | 8426   |
| CCs of Spokane      | Non-Supervisory custodial/maintenance           | RM 41  |
|                     | Non-Supervisory Classified                      | 8226   |
|                     | Non-Supervisory Head Start                      | 7919-A |
| Everett CC          | Non-Supervisory Classified                      | 8428   |
|                     | Supervisory Classified                          | 8428   |
| Green River CC      | Non-Supervisory Classified                      | RM-36  |
|                     | Supervisory Classified                          | 8751   |
| Lower Columbia CC   | Non-Supervisory Classified                      | 9060   |
|                     | Supervisory Classified                          | 9059   |
| Peninsula College   | Non-Supervisory Classified                      | 8311   |
| Seattle CC District | Non-Supervisory Classified                      | RU-389 |
|                     | Supervisory Classified                          | RU-377 |
| Shoreline CC        | Non-Supervisory Custodians                      | RM-43  |
|                     | Non-Supervisory Classified                      | RM-24  |
|                     | Supervisory Classified                          | 8574   |

Tentative Agreement

May 24, 2006

Page 2 of 2

|                             |                                 |        |
|-----------------------------|---------------------------------|--------|
| South Puget Sound CC        | Non-Supervisory Classified      | 8314-A |
|                             | Supervisory Classified          | 8314-A |
| Tacoma CC                   | Non-Supervisory office-clerical | HRU-14 |
| The Evergreen State College | Non-Supervisory Classified      | RU 360 |
|                             | Supervisory Classified          | 8468   |
| Whatcom CC                  | Non-Supervisory Classified      | RBU-8  |

For Union:

For Employer:

Emily F. Hershen

Tina Peters

Date 5/24/06

Date 5/24/06

**APPENDIX B**  
**HIGHER EDUCATION – WFSE**  
**LAYOFF UNITS**

| <u>College</u>                | <u>Layoff Units</u>   |
|-------------------------------|---|
| Bellevue Community College    | 1. Project employment<br>2. All other WFSE classified   |
| Centralia College             | 1. Grants<br>2. Contracts<br>3. Project employment<br>4. Supervisors<br>5. All other non-supervisory WFSE classified                    |
| Everett Community College     | 1. Grants<br>2. Contracts<br>3. Project employment<br>4. All other WFSE classified  |
| Green River Community College | 1. Grants<br>2. Contracts<br>3. Project employment<br>4. Fiscal Agent<br>5. Supervisors<br>6. All other non-supervisory WFSE classified |
| Lower Columbia College        | 1. Grants<br>2. Contracts<br>3. Project employment<br>4. Head Start/ECEAP   |



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Peninsula College

Seattle Community

College District

5. All other WFSE classified

1. Grants
2. Contracts
3. Project employment
4. All other WFSE classified

1. Siegal Center (District Office)

- a. Grants
- b. Contracts
- c. Project employment
- d. All other non-supervisory WFSE classified

2. North Seattle Community College

- a. Grants
- b. Contracts
- c. Project employment
- d. All other non-supervisory WFSE classified

3. Seattle Central Community College

- a. Grants
- b. Contracts
- c. Project employment
- d. All other non-supervisory WFSE classified

4. South Seattle Community College

- a. Grants
- b. Contracts
- c. Project employment
- d. All other non-supervisory WFSE classified

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Shoreline Community College

South Puget Sound

Community College

Community Colleges of Spokane

5. Seattle Vocational

- a. Grants
- b. Contracts
- c. Project employment
- d. All other non-supervisory WFSE classified

6. Supervisors

- a. Grants
- b. Contracts
- c. Project employment
- d. All other supervisory WFSE classified

1. Grants

2. Contracts

3. Project employment

4. Supervisors

5. Maintenance and Operations

6. All other non-supervisory WFSE classified

1. Grants

2. Contracts

3. Project employment

4. Supervisors

5. All other non-supervisory WFSE classified

1. District Administration

a. Grants

b. Contracts

c. Project employment

d. All other WFSE classified

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Tacoma Community College

The Evergreen State College

Whatcom Community College

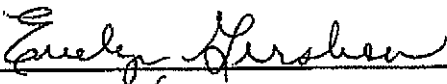
2. Institute for Extended Learning
  - a. Grants
  - b. Contracts
  - c. Project employment
  - d. All other WFSE classified
3. Spokane Community College
  - a. Grants
  - b. Contracts
  - c. Project employment
  - d. All other WFSE classified
4. Spokane Falls Community College
  - a. Grants
  - b. Contracts
  - c. Project employment
  - d. All other WFSE classified
1. Grants
2. Contracts
3. Project employment
4. All other WFSE non-supervisory classified
1. Project employment
2. Supervisors
3. All other non-supervisory classified
1. Grants
2. Contracts

3. Project employment  
4. All other WFSE classified

NOTE: Positions with multiple funding sources will be placed in the appropriate college "all other" layoff unit. In addition, employees hired prior to July 1, 2005 who would not otherwise be placed in a college "all other" will be grandfathered into the appropriate college "all other" layoff unit; except for the following layoff units: Centralia College, Garret Heyns Education Center; Peninsula College, employees who are assigned to Department of Corrections programs; and Community Colleges of Spokane, Head Start and Disabled Handicapped programs.

**For the Union:**

**For the Employer:**



Date

8/21/06



Date

8/21/06

**APPENDIX XX**  
**TESC**

**XX.1 Wellness**

- A. Access to the College Recreation Center (CRC): Each employee will receive ten (10) non-transferable free passes for each year of this agreement.
- B. The CRC staff, in consultation with the Wellness Committee, will add a minimum of three (3) group instruction classes. The group instruction classes will be available to all employees who purchase CRC access passes, at no additional cost.

**XX.2 Educational Benefits**

The College agrees to provide educational benefits to permanent, full-time employees, to include:

**A. Tuition Waiver**

The college will permit the waiver of fees for up to eight (8) hours per quarter provided that the employee pays a \$30.00 administrative fee each quarter the benefit is used.

**B. Release Time**

Employees will be approved for the lesser of ten (10) percent or four (4) hours of time worked each week to attend classes, scheduled programs, or conferences with faculty that are not available at other times. While every effort will be made to accommodate the employee's request, these hours may be restricted if business needs conflict. Additional time may be taken as approved leave.

**XX.3 Parking**

If TESC elects to change the parking fees during the life of this Agreement, the process outlined in WAC 174-116 will be used to set the fees. Use of parking fund revenues is limited to the construction, operation and maintenance of the parking function and to support the commute trip reduction program.

**For Union:**

Emely Gershes

**Date**

**For Employer:**

Tim Peters

**Date**

8/23/06

**MEMORANDUM OF UNDERSTANDING**  
**MASTER AGREEMENT INDEX**

**Agreement Index**

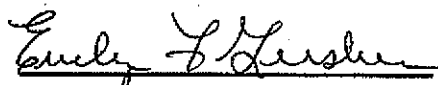
The Union and the Employer agree that it is desirable to organize and arrange this agreement into a formatted index.

**Terms Used**

The terms contained in the index will reflect the exact terminology existing in this agreement.

The Union will draft the index. The Employer will review the draft and the final version will be determined by mutual agreement.

**For Union:**



**Date** 7/27/06

**For Employer:**



**Date** 7/27/06